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**FACSIMILE COVER LETTER**

December 18 - 1991  
DATE

TO:

Sean Mulroney

COMPANY:

EPA

COMPANY NO:

886-7150

FACSIMILE NO:

886-7160

FROM:

John Watson

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 8

MESSAGE:

Per your request from Mr. Kissel, should you  
have any questions please call.

John Watson 245-8749

**\*\*\*\*\* CONFIDENTIALITY NOTE \*\*\*\*\***

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## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement" or "License"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between OUTBOARD MARINE CORPORATION ("OMC"), NORTH SHORE GAS COMPANY ("North Shore"), and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ("EPA") (collectively the "Parties");

WHEREAS, OMC, North Shore and General Motors Corporation ("GMC") have been identified by EPA as potentially responsible parties ("PRPs") pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq. for the Waukegan Manufactured Gas and Coke Plant Site in Waukegan, Illinois, as described in Exhibit A attached hereto, (the "Site");

WHEREAS, EPA and North Shore have entered into an Administrative Order On Consent Re: Remedial Investigation and Feasibility Study for the Site, U.S. EPA Docket No. \_\_\_\_\_ (the "Order") on August \_\_, 1990;

WHEREAS, the stated purpose of the Remedial Investigation and Feasibility Study ("RI/FS") is to (1) fully determine the nature and extent of the potential threat, if any, to the public health, welfare and the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants from or at the Site by conducting a Remedial Investigation ("RI"); (2) determine and evaluate alternatives for remedial action to prevent, mitigate or otherwise remedy

any release or threatened release of hazardous substances, pollutants or contaminants from or at the Site by conducting a Feasibility Study ("FS"); and (3) recover response and oversight costs incurred by the EPA and the Illinois Environmental Protection Agency ("IEPA") consistent with the National Contingency Plan ("NCP") 40 C.F.R. §300 et seq.

WHEREAS, EPA and North Shore have requested permission to enter upon the Site in order to prepare for and conduct the RI/FS; and

WHEREAS, OMC is willing to grant EPA and North Shore a license for the above-stated purposes:

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the Parties agree as follows:

1. OMC ("Licensor") hereby grants to EPA, North Shore, their respective employees and agents, including contractors and subcontractors, (collectively the "Licensees") a temporary license to enter upon the Site located in Waukegan, Illinois for the purpose of preparing for and conducting any and all activities necessary to implement the RI/FS pursuant to the Order.

2. EPA and North Shore shall provide OMC with a written timetable setting forth the activities to be conducted in the preparation for and implementation of the RI/FS in sufficient

detail to allow OMC to reasonably ascertain the nature and scope of such activities contemplated at the Site. Such timetable shall be transmitted to OMC within thirty calendar days of the execution of this Agreement. No entry upon the Site will be permitted until OMC has an acceptable timetable.

3. EPA and North Shore shall indemnify, hold harmless and defend OMC, its respective employees and agents, and each of them, from and against all claims, demands, damages, losses, lawsuits, other proceedings, causes of action, liabilities, claims of lien, liens, civil or criminal penalties and charges, reasonable attorneys' fees or other costs and expenses arising out of or incident to any property damages or personal injuries, including, but not limited to, emotional or bodily injuries or death, damage to power or sewer lines, devaluation of property, or other claims for payment or liabilities which result from or are caused by the intentional, willful or negligent acts, omissions or errors of EPA and North Shore, their respective employees and agents including contractors and subcontractors, and their agents and employees, while performing activities at the Site. Notwithstanding anything to the contrary stated herein, said indemnification will not be extended to cover claims, liabilities, liens, penalties, fees, costs, or expenses resulting from the intentional act, omission or error of OMC, its agents, and employees or of third parties

with whom EPA and North Shore have no contractual obligations to indemnify on this project.

4. North Shore and any approved contractor or subcontractor, shall each, at its own cost and expense and prior to any entry upon the Site, obtain the following coverage and shall maintain such coverage during the course of the activities described in this Agreement.

<u>Coverage</u>	<u>Limits</u>
(1) Employer's Liability	\$1,000,000 each occurrence
(2) General Liability (personal injury)	\$1,000,000 aggregate
(3) General Liability (bodily injury and property damage combined)	\$3,000,000 each occurrence
(4) Automobile Liability (bodily injury and property damage combined)	\$1,000,000 each occurrence
(5) Workmen's Compensation	Statutory

Prior to any entry upon the Site, North Shore and any approved contractor or subcontractor shall provide OMC as evidence of such insurance, a certificate of insurance in compliance with the requirements of this paragraph.

5. OMC shall permit only those employees of North Shore and any contractor or subcontractor designated by North Shore in writing to enter the Site at reasonable times to conduct the

activities set forth in this License. North Shore shall ensure that all employees and any contractor or subcontractor so designated by North Shore possess the proper certifications and training as required under all applicable laws and regulations to conduct such activities.

6. North Shore shall conduct all activities set forth in this License in a manner so as to avoid interfering with OMC's ongoing operations at the Site, including the implementation of a Consent Decree, as amended, entered into between OMC, EPA and IEPA in United States v. Outboard Marine Corp., Nos. 88 C 8571 and 88 C 8572 (N.D. Ill.). OMC's Project Manager shall have the authority to remove from the Site at any time and without notice any employee or agent of North Shore interfering with OMC's operations at the Site.

7. EPA, IEPA and North Shore, including any designated contractor or subcontractor, shall provide OMC with not less than twenty-four hours notice of any sampling to be conducted at the Site, giving details as to the location, time and manner of such sample-taking and shall offer OMC or its representatives the opportunity to split any samples collected.

8. EPA and North Shore shall provide OMC with all documents, including drafts, which reference, discuss, describe or otherwise concern the activities of EPA, IEPA or North Shore at the Site in the preparation for and completion of the RI/FS

pursuant to the Order, including, without limitation, all work plans, field sampling plans, quality assurance plans, health and safety plans, analytical results and data, contractor and subcontractor bids, reports, and correspondence between North Shore and any government agency.

9. This License shall continue in effect until such time as the RI/FS is concluded to the satisfaction of EPA as provided in paragraph XXX of the Order entitled "Termination and Satisfaction." By Termination and Satisfaction of this License, OMC makes no acknowledgement that the work performed by North Shore is consistent with the National Contingency Plan.

10. The Parties reserve all rights and defenses that they may have individually or collectively pursuant to any available legal authority.

11. EPA and North Shore recognize that OMC's agreement to grant this License is of value to the completion of the RI/FS pursuant to the Order.

12. Failure of EPA and North Shore to fully and promptly comply with all terms and conditions of this License shall result in immediate revocation by OMC.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed the day and year first above written.

**OUTBOARD MARINE CORPORATION**

By: 

D. J. Haddley  
Associate General Counsel  
& Secretary

**UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY**

By: \_\_\_\_\_

**NORTH SHORE GAS COMPANY**

By: \_\_\_\_\_

**OUTBOARD MARINE CORPORATION  
CONTACT:**

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Name (print)

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Business Telephone Number